

Contract no. 1287

F

\*\*\*\*\*

1991-92 BERGEN COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

\*\*\*\*\*

## Table of Contents

### 1991-92 Bergen County Principal Probation Officers' Collective Agreement

<u>Number</u>	<u>Article</u>	<u>Page</u>
I	Agreement . . . . .	1
II	Recognition . . . . .	1
III	Salaries . . . . .	1
IV	Promotional Increase . . . . .	2
V	Automobile Allowance . . . . .	2
VI	Cash Education Award . . . . .	3
VII	Meal Allowance . . . . .	3
VIII	Longevity . . . . .	3
IX	On-Call Pay . . . . .	4
X	Holidays . . . . .	4
XI	Vacation and Other Paid Leave Credits . . . . .	5
XII	Unpaid Leaves of Absence . . . . .	5
XIII	Health and Welfare Benefits . . . . .	6
XIV	Association Dues . . . . .	6
XV	Residency . . . . .	7
XVI	Personnel Files . . . . .	7
XVII	Personnel Reassignments . . . . .	8
XVIII	Announcement of Rule Changes . . . . .	8
XIX	Grievance Procedure . . . . .	8
XX	Pledge Against Discrimination . . . . .	10
XXI	Policy on Department of Personnel . . . . .	10
XXII	Sick Leave Retirement . . . . .	10
XXIII	Health and Safety . . . . .	10
XXIV	Liability Coverage . . . . .	10
XXV	Severability . . . . .	11
XXVI	Conclusiveness of Agreement . . . . .	11
XXVII	Duration of Contract . . . . .	11
	Signatures . . . . .	11

**ARTICLE I - Agreement**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1991 between the Assignment Judge for the Superior Court Judges of Bergen County, New Jersey (hereinafter referred to as the "Judge") and the Bergen County Principal Probation Officers Association, (hereinafter referred to as the "Association").

**ARTICLE II - Recognition**

The Judge hereby recognizes the Association as the sole and exclusive representative of the Principal Probation Officers I and Principal Probation Officers II, of the Bergen County Probation Department (hereinafter referred to collectively as "principal probation officers") to negotiate matters relating to salaries and terms and conditions of employment.

**ARTICLE III - Salaries****Section 1**

Effective January 1, 1991, and retroactive to that date, the salary ranges for principal probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$32,912	\$51,907
Principal Probation Officer I	34,965	54,162

**Section 2**

Effective January 1, 1991, and retroactive to that date, each principal probation officer on the payroll prior to that date and at the signing of this Agreement shall have his/her December 31, 1990 base salary increased by four percent (4%).

**Section 3**

Effective July 1, 1991, and retroactive to that date, the salary ranges for principal probation officer shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$40,000	\$54,000
Principal Probation Officer I	34,965	54,162

**Section 4**

Effective July 1, 1991, and retroactive to that date, each Principal Probation Officer II on the payroll prior to that date and at the signing of this Agreement shall be placed on the Salary Schedule in accordance with Appendix A, attached hereto and made a part hereof.

**Section 5**

Effective January 1, 1992, the salary ranges for principal probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$41,000	\$56,565
Principal Probation Officer I	42,000	56,735

#### Section 6

Effective January 1, 1992, each Principal Probation Officer II on the payroll prior to that date shall have his/her December 31, 1991 base salary increased by four and three-quarters percent (4 3/4%) as reflected in Appendix B, attached hereto and made a part hereof. No Principal Probation Officer II shall advance on the Salary Schedule.

Effective January 1, 1992, each Principal Probation Officer I on the payroll prior to that date shall have his/her December 31, 1991 base salary increased by four and three-quarters percent (4 3/4%).

#### Section 7

Effective July 1, 1992, each Principal Probation II on the payroll in that title on December 31, 1991 and not at maximum (Step 15) shall advance one (1) step on the Salary Schedule (Appendix B).

### ARTICLE IV - Promotional Increase

#### Section 1

Effective January 1, 1991, and retroactive to that date, each Senior Probation Officer promoted to Principal Probation Officer II shall receive a salary adjustment of five percent (5%) or one thousand dollars (\$1,000) whichever is greater, added to the officer's base salary.

#### Section 2

Effective July 1, 1991, and retroactive to that date, each Senior Probation Officer promoted to Principal Probation Officer II shall receive an increase in his/her base salary of five percent (5%) and then be placed on the nearest step of the established Salary Schedule.

### ARTICLE V - Automobile Allowance

#### Section 1

As authorized by N.J.S.A. 2A:168-8, a principal probation officer, when designated by the Chief Probation Officer to use the officer's private vehicle on probation department business, shall be reimbursed at the mileage rate of twenty-two (22¢) per mile. This reimbursement rate shall become effective on the date of the signing of this Agreement.

Principal probation officers authorized to use their private vehicles shall keep monthly records specifying the date and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose shall be furnished by the Chief Probation Officer.

#### Section 2

Principal probation officers shall be paid an additional one cent (1¢) per mile for each fifteen cents (15¢) increase in the retail price of a gallon of gasoline over and above such price as of January 1, 1989.

Section 3

Principal probation officers required to use private vehicles on probation department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of one hundred thousand dollars (\$100,000) for each person and three hundred thousand dollars (\$300,000) for each occurrence and property damage in the amount of twenty-five thousand dollars (\$25,000) for each occurrence.

**ARTICLE VI - Cash Education Award**Section 1

Each principal probation officer who has, or who shall hereafter obtain a Master's Degree from an accredited college or university in sociology, psychology, criminology, criminal justice, corrections, social work, public administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judge or his designee shall be entitled to an annual award equal to \$900. The decision of the Judge shall be final and not subject to further appeal. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Division Manager.

Section 2

All principal probation officers shall elect Spanish to fulfill any language requirement made by the program, assuming said language is available as part of the approved curriculum of the graduate school in which the probation officer has enrolled.

**ARTICLE VII - Meal Allowance**Section 1

Effective November 1, 1991, principal probation officers who are required to remain on duty for evening reporting of clients up to 6:30 P.M. shall be paid a supper allowance equal to \$7.50. Reimbursement shall be made by voucher.

Section 2

Meals associated with conference attendance, training activities and any other departmental business shall be reimbursed in accordance with past procedures.

**ARTICLE VIII - Longevity**

Principal probation officers shall receive the longevity program listed below.

In each year of this Agreement longevity payments shall be made to principal probation officers with unbroken, continuous long-term service to Bergen County as follows:

1. Principal probation officers completing 72 months (6 years) of service shall receive \$200.00;
2. Principal probation officers completing 108 months (9 years) of service shall receive \$400.00;
3. Principal probation officers completing 168 months (14 years) of service shall receive \$800.00;

4. Principal probation officers completing 228 months (19 years) of service shall receive \$1,000.

Principal probation officers shall continue to be eligible to elect the optional longevity payment approach provided by the county. Payout of longevity shall be consistent with county policy and past practice.

#### ARTICLE IX - On-Call Pay

##### Section 1

Effective January 1, 1992, any principal probation officer assigned to be the primary intake officer to monitor the admission and retention of juveniles to the detention and shelter care facilities shall receive \$150 for each full week of such assignment including evenings, weekends and holidays.

##### Section 2

Effective January 1, 1992, any principal probation officer assigned to be the backup intake officer shall receive \$75 per week of such assignment.

#### ARTICLE X - Holidays

##### Section 1

Principal probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....	New Year's Day
3rd Monday in January.....	Martin Luther King's Birthday
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October.....	Columbus Day
November 11th.....	Armistice or Veterans' Day
4th Thursday in November.....	Thanksgiving Day
December 25th.....	Christmas Day
Good Friday and General Election Day	

##### Section 2

If any principal probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

##### Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday when approved by the Judiciary. The day after Thanksgiving shall be observed as a holiday when approved by the Judiciary.

**ARTICLE XI - Vacation and Other Paid Leave Credits****Section 1**

Pursuant to R. 1:30-5(b), principal probation officers shall receive the same vacation and other paid leave credits as are provided generally to other employees of the County.

**Section 2**

The following number of days shall be made available to principal probation officers for vacation leave:

- a. One day for every month of employment during the first eleven months, and four days for the twelfth month, provided the initial date of hire was on or before the 4th day of the first month;
- b. From the beginning of the second year to and including the fifth year, 1 & 1/4 day per month (15 days per year); and,
- c. From the beginning of the sixth year and thereafter, 1 & 2/3 days per month (20 days per year).

**Section 3**

Two days personal leave shall be granted to each principal probation officer, as needed for conducting personal business during 1991. Effective January 1, 1992, principal probation officers shall be entitled to three (3) days personal leave annually as needed. This leave shall be non-cumulative. It shall be requested at least 24 hours in advance and approved by the Division Manager.

**ARTICLE XII - Unpaid Leaves of Absence****Section 1**

Granting of an individual's request for pregnancy-disability leave without pay shall not be treated differently from any other employee's request for sick leave without pay. Pregnant probation officers may, with medical approval, continue to perform their functions, duties and responsibilities in the probation department. Pregnant probation officers may be granted pregnancy-disability leave of absence without pay when accompanied by a physician's certificate setting forth the need therefor and the term of the anticipated disability. The length of leave without pay shall reflect the term of the disability, however, under no circumstances shall such leave exceed six (6) months. Extensions of leaves without pay beyond six months may be granted in accordance with Section 2.

**Section 2**

Pursuant to Department of Personnel rules and regulations leaves of absence without pay and not to exceed six months may be granted for education or other reasonable purposes, and such leave may be extended or renewed for six months if circumstances so warrant.

**Section 3**

- a. Any request for a leave of absence shall be submitted in writing by the principal probation officer to the Division Manager. The request shall state the date on which the request for leave of absence is being submitted and the approximate length of leave desired by the principal probation officer.

- b. Authorization for a leave of absence, if and when granted, shall be furnished by the Division Manager, and it shall be in writing.
- c. Any request for a short leave of absence, not exceeding one (1) week shall be decided within five (5) days. A request for a leave of absence not exceeding one (1) month shall be decided within ten (10) days.
- d. Principal probation officers shall continue to accrue seniority during any leave of absence granted under the provisions of this Agreement. A principal probation officer shall be returned, at the end of the leave, to the same classification held at the time the leave of absence was approved.
- e. Application for medical benefits for an extended period of time (more than one month) may be made to the Division Manager.

#### ARTICLE XIII - Health and Welfare Benefits

##### Section 1

Principal probation officers shall continue to be provided with all health and welfare benefits presently granted to Bergen County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, the county's dental plan, the county's paid prescription plan, a disability policy and one physical examination per year at Bergen Pines Hospital, if requested by the employee (the parties have not agreed to the sick leave incentive program). Principal probation officers shall be entitled to the county eye care reimbursement program. If during the term of this Agreement, the county grants to all employees an additional health and welfare benefit and the benefit was not made available during the negotiation of this Agreement, then such benefit shall be simultaneously awarded to principal probation officers. If during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage and such benefit was not available as a subject of negotiation for this Agreement, the Assignment Judge may grant such benefit to principal probation officers or shall reopen this matter for further negotiation.

##### Section 2

A disability benefits insurance program shall be provided during the term of this Agreement.

The benefits to be provided shall be those as provided during the year 1984 and shall include benefits of 70% of the principal probation officer's weekly wage to a maximum of \$150 per week and there shall be a thirty (30) day waiting period with a maximum of fifty-two (52) weeks in payments and shall include disability due to pregnancy.

An employee who becomes eligible for disability payment and who has sick leave accumulated, shall be entitled to receive the disability payment plus that amount of sick time required to give him/her his/her normal bi-weekly pay.

#### ARTICLE XIV - Association Dues

- a. Upon request, the Judge agrees to have deducted from the salaries of those officers who authorize it, membership dues in the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9(e) of the statutes of New Jersey. Deductions shall be made in compliance with law and monies collected, together with records of any collections, shall be transmitted to the

Treasurer of the Association following each pay period in which deductions are made.

- b. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish to the Judge a certified copy of the resolution indicating dues changes and the effective date of such changes.
- c. Payroll deductions of Association dues under properly executed authorization for payroll deduction of Association dues forms shall become effective at the time the form is signed by the principal probation officer and shall be deducted by the next full pay period and each pay period thereafter from the pay of the principal probation officer.
- d. The aggregate total for all such deductions, together with a list of those from whom dues have been deducted, shall be remitted to the Treasurer of the Association within two (2) weeks following the end of a pay period. The Association shall notify the County of the name and address of the Treasurer.
- e. The Association will provide the necessary dues deduction form and will secure the signature of its members on the forms and deliver the signed forms to the Chief Probation Officer. The Association shall indemnify, defend and save harmless the Judge and the County against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Association.
- f. The above payroll deductions shall be the only deduction made by the Judge for the benefit of any labor organization representing or purporting to represent the recognized bargaining unit.
- g. Withdrawal of permission for dues deduction shall become effective on the succeeding July 1st, subsequent to the request of the principal probation officer.

#### ARTICLE XV - Residency

Principal probation officers after permanent appointment may reside anywhere in the State of New Jersey, as long as such residence is within a reasonable distance of the location of the probation department.

#### ARTICLE XVI - Personnel Files

Each principal probation officer shall have access to his own personnel file during reasonable working hours upon a written notification to the Division Manager.

All documents contained in such files shall be sequentially numbered and upon examination of said documents each document shall be initialed by the principal probation officer concerned.

The signature affixed by the principal probation officer to any document in such file shall not indicate in any way that the principal probation officer agreed with the contents of the file. The signature will be affixed only to show that the file has been reviewed, in accordance with the present agreement.

The principal probation officer shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The principal probation officer may grieve any statement containing

evaluatory material of a negative nature, beginning with material entered on the effective date of this collective agreement and materials entered thereafter. A copy of any document subsequently placed in the personnel file shall be given to the affected probation officer.

## ARTICLE XVII - Personnel Reassignments

### Section 1 - Notification of promotional opportunities

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, the Division Manager shall cause to be circulated among all principal probation officers the name and nature of the opening, as soon as possible after the Division Manager himself becomes aware of it.

Any principal probation officer who wishes to indicate an interest in being named provisionally to such a position may submit a statement of interest, in writing, to the Division Manager with a copy to the immediate supervisor. The Division Manager will give consideration to all such statements of interest and will follow all civil service regulations in regard to filling the job both provisionally and permanently.

### Section 2 - Transfers

Any principal probation officer desiring to transfer to another job in the Bergen County Judiciary may submit to his immediate supervisor a statement of such desire. The statement shall be in writing and shall specify the reason for requesting the transfer. Principal probation officers requesting transfers may be transferred at the discretion of the Division Manager.

Whenever an opportunity for transfer occurs to an opening in other than a temporary situation, the Division Manager shall cause to be circulated among all the principal probation officers the name and nature of the opening as soon as possible after the Division Manager becomes aware of it.

If the Division Manager decides to transfer or relocate a principal probation officer involuntarily, he will give written notice of such transfer or relocation to the affected principal probation officer no less than ten working days prior to the effective date. A copy of such notice will be given also to the Association president. Any involuntary transfer or relocation shall be made by the Division Manager for good cause.

### Section 3 - Layoffs & recalls

Layoffs and recalls shall be made in accordance with applicable Department of Personnel rules and regulations. (NJAC 4:1-16.1 et. seq.)

## ARTICLE XVIII - Announcement of Rule Changes

Affected principal probation officers shall be notified at least five days, if possible, in advance of any substantial change in a work rule. Changes will be discussed with these principal probation officers and also with the Association president upon his request.

## ARTICLE XIX - Grievance Procedure

### Section 1

The parties agree that a complaint or grievance of any principal probation officer relating to the interpretation, application or violation of policies,

agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

#### Step 1

The grievance shall first be taken to the probation officer's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days if possible. At this level a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

#### Step 2

If not resolved at the supervisory level, the grievance shall be submitted to the Division Manager, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of the absence of the Division Manager, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties.

#### Step 3

If either party is not satisfied with the decision of the Division Manager, he/she may choose to utilize one of the following two options:

- a. The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or,
- b. The party may appeal to the Assignment Judge, or his designee, in which case the decision of the Judge or his designee shall be final and shall be rendered with reasonable promptness.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under R. 1:33-4, R. 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, a principal probation officer is entitled at each step to be represented by a bona fide member of the Association or an attorney designated to represent the officer pursuant to this Agreement. It is agreed that in case of a grievance against the Division Manager, it shall be processed through the procedure outlined herein beginning at Step 3.

Notwithstanding any procedures for the resolution of disputes, controversies, or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

#### Section 2

If a grievance affects a number of principal probation officers with different supervisors, step one of the above procedure may be by-passed and the grievance may be instituted at step two. The name of each principal probation officer filing such a grievance shall be listed thereon.

#### Section 3

An individual principal probation officer shall have the right to present his own grievance without the assistance of the Association. Such presentation must be made in accordance with procedures established by this article. The principal probation officer thereby waives the right to submit the same grievance through the Association representative. The Division Manager will notify the

president of the Association of all grievances so submitted by individual principal probation officers. The president of the Association or his designee will have the right to observe any meeting or hearing held under provisions of this section.

#### Section 4

The Association president or his designee may spend up to a maximum of two hours per week investigating and processing grievances during working hours without loss of pay.

#### **ARTICLE XX - Pledge Against Discrimination**

The provisions of this Agreement shall be applied equally to all principal probation officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

#### **ARTICLE XXI - Policy on Department of Personnel**

The administrative and procedural provisions and controls of the New Jersey Department of Personnel Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

#### **ARTICLE XXII - Sick Leave Retirement**

Upon a principal probation officer's retirement, he/she shall be entitled to a one time lump sum payment equal to one-half (1/2) of accrued sick leave up to, but not greater than, \$18,000.

Probation officers shall be permitted to defer receipt of the lump sum payment for accrued sick leave until the January following the year of their retirement.

#### **ARTICLE XXIII - Health and Safety**

Every effort shall be made to provide a healthy and safe working environment.

#### **ARTICLE XXIV - Liability Coverage**

The County shall continue to maintain and provide liability coverage of the type now in force and effect, including false arrest, at the present levels of one million (\$1,000,000.00) dollars per person and one million (\$1,000,000.00) per incident.

The County shall supply to employees all necessary legal assistance in the defense of civil claims for personal injury, death, or property damage arising out of and in the course of their employment. The County shall pay and satisfy all judgments against said employees as a result of said claim. The County shall provide legal counsel at its cost, as required by State statute.

**ARTICLE XXV - Severability**

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations, or directives of the Chief Justice, Supreme Court of New Jersey or Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

**ARTICLE XXVI - Conclusiveness of Agreement**

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to right of the parties to reopen discussion of any such issue, but only by mutual consent and upon happening of some unforeseen event.

**ARTICLE XXVII - Duration of Contract**Section 1

The provisions of this Agreement shall be retroactive to January 1, 1991 and shall remain in full force and effect until December 31, 1992. By mutual concurrence of the parties they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least 90 days prior to December 31, 1992.

In witness of this Agreement, the parties to it have affixed their signatures on November 6th, 1991.

For the Judiciary

Peter Ciolino  
Peter Ciolino, A.J.S.C.

For the Association

Robert J. Treacy  
Robert J. Treacy

# APPENDIX A

## Principal Probation Officer II

June 30, 1991  
Base Salary

July 1, 1991  
Base Salary Schedule

	<u>Step</u>	<u>Salary</u>
	1	\$40,000
	2	41,000
	3	42,000
\$40,986	4	43,000
41,994	5	44,000
42,881	6	45,000
43,880	7	46,000
	8	47,000
	9	48,000
47,472	10	49,000
48,635	11	50,000
49,726	12	51,000
50,818	13	52,000
51,907	14	53,000
	15	54,000

# APPENDIX B

## 1991 Salary Schedule

<u>Step</u>	<u>Salary</u>
1	\$40,000
2	41,000
3	42,000
4	43,000
5	44,000
6	45,000
7	46,000
8	47,000
9	48,000
10	49,000
11	50,000
12	51,000
13	52,000
14	53,000
15	54,000

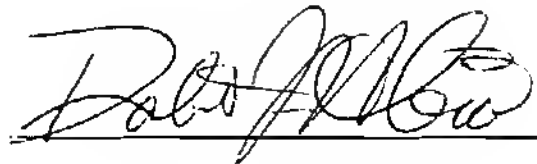
## 1992 Salary Schedule

<u>Step</u>	<u>Salary</u>
1	\$41,900
2	42,948
3	43,995
4	45,043
5	46,090
6	47,138
7	48,185
8	49,233
9	50,280
10	51,328
11	52,375
12	53,423
13	54,470
14	55,518
15	56,565


Memorandum of Understanding

The County of Bergen has reviewed the terms of the Agreement between the Bergen County Probation Officers' Association and the Judiciary.

For the County of Bergen

A handwritten signature in black ink, appearing to be "Dale J. [unclear]", written over a horizontal line.

In witness before me this  
20th day of November  
1991.

A handwritten signature in black ink, appearing to be "Conrad J. Roncati", written over a horizontal line.

Dr. Conrad J. Roncati, TCA